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CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
CLEVELAND

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	SUPERSEDING INDICTMENT
Plaintiff,	)	
	)	JUDGE SOLOMON OLIVER, JR.
v.	)	
	)	CASE NO.: 1:16-CR-300
DAVID R. SAGER,	)	Title 18, United States Code, Sections 1001, 1341, 1512; Title 26 United States Code, Section 7206(1); and Title 29, United States Code, Section 501(c)
Defendant.	)	

The Grand Jury Charges:

GENERAL ALLEGATIONS

At all times relevant to this Superseding Indictment or other times specified:

The Union and Its Agents

1. The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("Steelworkers Union") was a labor organization engaged in an industry affecting interstate commerce within the meaning of Title 29, United States Code, Section 402(i) and (j), and an employee organization which represented employees engaged in an industry affecting interstate commerce within the meaning of Title 29, United States Code, Sections 1002 and 1003. Local 5000 was a subordinate organization of the United Steelworkers and represented approximately 100 employees working for private

companies in and around the Great Lakes, including in the Northern District of Ohio ("Local 5000").

2. Labor Union Official 1 ("LO1") served as the United Steelworkers Staff Representative to certain local chapters, including Local 5000. In that role, LO1 was responsible for conducting contract negotiations, offering opinions, and handling arbitration and grievances.

3. Labor Union Official 2 ("LO2") was the Financial Secretary at Local 5000 from in or around 1965 to in or around April 2016. In that capacity LO2 owed a fiduciary duty to the Union and its members. LO2's duties and responsibilities included keeping regular and correct accounts of all money received and paid, paying Local 5000 bills, and signing all checks.

4. Local 5000 had Collective Bargaining Agreements ("CBAs") with Company 1, Company 2, Company 3, Company 4, and Company 5.

DAVID R. SAGER

5. Defendant DAVID R. SAGER ("SAGER") was the president of Local 5000 from in or around 1999 to in or around April 2016. In that capacity, SAGER owed a fiduciary duty to Local 5000, the Steelworkers Union, and their members. SAGER assisted members of Local 5000 by recruiting potential members from schools and by helping with job placement.

6. During the period from in or around January 2006 until in or around June 2006, SAGER was working for Company 1.

7. On or about February 22, 2006, Company 1 and Local 5000 signed an agreement to hire a Contract Coordinator, paid by Company 1, whose primary duty would be to implement and administer the CBA. The agreement contemplated that the Contractor Coordinator might also assist in additional functions related to the recruitment of unlicensed personnel, unlicensed advancement training, safety meetings and safety training, and the integration of policies and

procedures. SAGER was appointed to this position. Rather than working on a vessel, SAGER worked onshore at either the Local 5000 office or his residence.

8. In or around early 2006, Company 2 entered into an agreement with Company 1 to acquire six vessels. As part of that agreement, Company 2 agreed to negotiate with Local 5000 regarding a successor CBA. SAGER and LO1 represented the Steelworkers Union and Local 5000 during that negotiation. SAGER continued in his Contract Coordinator position under Company 2's ownership.

Local 5000 Rules

9. Local 5000 was governed by By-Laws, which included the following:

A. "No member shall be eligible for election as an Officer of this Local Union unless: . . . the member retains employer-employee relationship with a Company under the jurisdiction of the Local Union [or is] employed by the Local Union."

B. "The president shall be empowered to expend funds only as directed by the Executive Board."

C. "The President shall be reimbursed for actual time lost plus legitimate expenses, but not in excess of the standards adopted by the International Union."

D. "The salary of office employees of the local union shall be recommended by the Executive Board using the agreement between the United Steelworkers of American and Office employees of the International Union as a guide."

E. "The Executive Board shall administer the affairs of the Local Union. They shall appropriate and authorize the expenditure of funds necessary for the normal operation of the Local Union."

F. "Officers are to insure that the funds are expended properly. [See Article V, Section 9 and 10 of the Standard By-Laws]."

G. "Any member who accepts an office in his or her Local Union agrees to carry out the duties of the office on behalf of the Local Union's entire membership. In so doing, the member agrees to place the interests of the Local Union and its membership above his or her own."

United Steelworkers' Strike and Defense Fund Rules

10. United Steelworkers adopted rules regarding the Strike and Defense Fund (hereinafter the "Strike Fund"), including the following:

A. "In order to receive approval [from the International President to strike], these rules must be read to the members at the meeting at which the vote to strike is taken."

B. "The success of strike relief is determined by a conscientious Local Committee dedicated to the purpose of allocating resources according to the policies contained herein. Every effort should be made to help all members in need fairly and consistently."

C. "A strike is a hardship to all who participate in it, but a greater hardship for some than others. It makes no sense to pay everyone the same amount when some striking members have gotten jobs, have other sources of income or have lesser needs while others have no course of income and are in great need of assistance. For this reason, the Local, through its Strike Relief Committee, must allot strike relief on the basis of need. . . . The principle that strike assistance is paid on the basis of need has been a fundamental part of our Strike and Defense Fund rules throughout the Fund's 30-year history."

D. "Payments from the Strike Fund and Defense Fund are not designed to cover all needs of the members during a strike."

E. "The President, Financial Secretary, Treasurer and Staff Representative assigned to the strike have been to the bank and have signed signature cards. The bank must be aware that all four signatories are required to sign each check."

F. "The International Union stresses the Policy that fund monies must be disbursed based on need."

G. "Officers' Salaries/ Allowances etc. are to cease during the strike if they are receiving Strike Benefits."

H. "No funds received by any Local Union from the Strike and Defense Fund may be disbursed except by check bearing the hand signatures of the Local Union President, Financial Secretary and Treasurer, and the hand signature of the Staff Representative assigned the responsibility for overseeing the strike. In a case where the Financial Secretary and Treasurer have been combined, then a third officer must be assigned the duty of signing the checks."

I. "Under no circumstance may the Local Union make assistance checks payable to any striking member. All checks should be made payable to third party vendors, utilities, banks, etc."

Local 5000 Strikes Against Company 2 (September 17, 2009 to October 11, 2012)

11. The CBA between Company 2 and Local 5000 was set to expire on or about August 1, 2009. During the negotiations to renew the CBA, Company 2 proposed eliminating the Contract Coordinator position. The parties agreed to an extension of the CBA to continue negotiations. After negotiations failed, Company 2 notified Local 5000 that it planned to implement certain provisions of its last, best and final offer, effective October 1, 2009. This offer included eliminating the Contract Coordinator position.

12. On or about September 14, 2009, Local 5000 provided notice that within 72-hours its members would commence an economic strike in support of the union's bargaining demands.

13. On or about September 18, 2009, Local 5000 began striking against Company 2.

14. LO1 and SAGER took steps to start the strike. However, Local 5000 members did not vote on the strike.

15. On or about October 22, 2009, SAGER caused to be distributed to Local 5000 members a tentative agreement between Company 2 and Local 5000. One of the first changes listed for the membership's consideration was eliminating the Contract Coordinator position effective August 1, 2010. The agreement contemplated a 2% wage increase in 2010, a 2.5% increase in 2011, and a 2.5% increase in 2012. The members did not approve the CBA.

16. On or about October 8, 2009, Local 5000 established a financial account to administer the Strike Fund (the "Strike Fund Bank Account").

17. SAGER, LO1, and LO2 were listed as the only signatories on the Strike Fund Bank Account.

18. On or about October 12, 2009, SAGER and LO2 caused to be mailed to certain Local 5000 members a Request for Strike Assistance Form requesting information about familial income, number of dependents, familial assets, and fixed payment obligations.

19. In order to claim Strike Fund benefits, members had to submit a voucher with a copy of a bill. The voucher was then reviewed by a committee on which SAGER served. Once the committee approved the payment, the voucher and documentation was forwarded to the strike fund account signatories for approval. Once approved, LO2 issued checks as payment on the vouchers. LO2 sent the checks to the vendors via the United States mail.

20. From on or about January 25, 2010 through on or about December 31, 2012, SAGER submitted approximately $185,051.71 in vouchers to receive Strike Fund benefits for his family's expenses, including the following:

Approximate Date	Payee	Approximate Amount
02/08/2010	Sandusky County Treasurer	$ 1,683.04
03/12/2010	Ford Credit	$ 498.79
04/12/2010	Ford Credit	$ 498.79
05/05/2010	Verizon Wireless	$ 242.49
05/17/2010	Ford Credit	$ 498.79
06/08/2010	Verizon Wireless	$ 400.40
06/08/2010	Ford Credit	$ 498.79
06/23/2010	David Sager	$ 849.98
06/28/2010	Sandusky County Treasurer	$ 1,683.04
07/12/2010	Ford Credit	$ 498.79
08/11/2010	Verizon Wireless	$ 218.15
08/11/2010	Ford Credit	$ 498.79
09/07/2010	Verizon Wireless	$ 239.94
09/10/2010	Ford Credit	$ 498.79
09/13/2010	David Sager	$ 830.02
10/08/2010	Ford Credit	$ 498.79
10/13/2010	Verizon Wireless	$ 179.28
11/10/2010	Verizon Wireless	$ 144.22
11/10/2010	Ford Credit	$ 498.79
11/24/2010	David Sager	$ 609.33
12/08/2010	Ford Credit	$ 498.79
12/15/2010	Verizon Wireless	$ 352.79
01/03/2011	David Sager	$ 746.18
01/12/2011	Verizon Wireless	$ 213.33
01/12/2011	Ford Credit	$ 498.79
01/19/2011	Sandusky County Treasurer	$ 1,685.47
02/11/2011	Ford Credit	$ 498.79
02/22/2011	Verizon Wireless	$ 179.38
03/11/2011	Verizon Wireless	$ 263.85
03/11/2011	Ford Credit	$ 498.79
04/04/2011	Ohio Department of Tax	$ 669.00
04/13/2011	Verizon Wireless	$ 475.07
04/13/2011	Ford Credit	$ 498.79

05/11/2011	Verizon Wireless	$	254.65
05/11/2011	Ford Credit	$	498.79
06/08/2011	Verizon Wireless	$	274.94
06/08/2011	Ford Credit	$	498.79
06/29/2011	Sandusky County	$	1,685.47
07/07/2011	Verizon Wireless	$	232.15
07/11/2011	Ford Credit	$	498.79
07/11/2011	Ohler & Holzhauer	$	423.85
07/22/2011	Home S&L	$	879.55
07/22/2011	Home S&L	$	166.90
08/10/2011	Verizon Wireless	$	298.24
08/10/2011	Ford Credit	$	498.79
08/23/2011	Home S&L	$	879.55
08/23/2011	Home S&L	$	166.90
09/07/2011	Verizon Wireless	$	425.80
09/14/2011	Ford Credit	$	498.79
09/23/2011	Home S&L	$	879.55
09/23/2011	Home S&L	$	166.90
10/12/2011	Verizon Wireless	$	448.30
10/12/2011	Ford Credit	$	498.79
10/19/2011	David Sager	$	293.33
10/26/2011	Home S&L	$	879.55
10/26/2011	Home S&L	$	166.90
11/09/2011	Verizon Wireless	$	224.01
11/09/2011	Ford Credit	$	498.79
11/21/2011	Home S&L	$	166.90
11/21/2011	Home S&L	$	879.55
11/30/2011	Walbridge Automotive	$	757.44
11/30/2011	Walbridge Automotive	$	757.44
12/14/2011	Verizon Wireless	$	107.35
12/14/2011	Ford Credit	$	498.79
12/21/2011	Home S&L	$	879.55
12/21/2011	Home S&L	$	166.90
01/04/2012	David Sager	$	270.01
01/11/2012	Ford Credit	$	498.76
01/18/2012	Sandusky Cty	$	1,800.25
01/25/2012	Home S&L	$	879.55
01/25/2012	Home S&L	$	166.90
02/10/2012	Verizon Wireless	$	108.33
02/10/2012	Ford Credit	$	498.79

02/13/2012	David Sager	$	971.28
02/21/2012	Home S&L	$	166.90
02/21/2012	Home S&L	$	879.55
03/12/2012	Verizon Wireless	$	110.29
03/12/2012	Ford Credit	$	498.79
03/20/2012	Home S&L	$	879.55
03/20/2012	Home S&L	$	166.90
04/09/2012	Verizon Wireless	$	108.30
04/09/2012	Ford Credit	$	498.76
04/18/2012	Home S&L	$	166.90
04/18/2012	Home S&L	$	879.55
05/09/2012	Verizon Wireless	$	108.18
05/09/2012	Ford Credit	$	498.79
05/16/2012	David Sager	$	83.61
05/23/2012	David Sager	$	171.68
05/23/2012	Home S&L	$	166.90
05/23/2012	Home S&L	$	879.55
06/01/2012	David Sager	$	131.63
06/01/2012	Sandusky County	$	1,890.25
06/13/2012	Verizon Wireless	$	108.45
06/13/2012	Ford Credit	$	498.79
06/15/2012	David Sager	$	262.62
06/18/2012	Home S&L	$	164.69
06/18/2012	Home S&L	$	868.10
07/03/2012	Verizon Wireless	$	108.30
07/09/2012	Ford Credit	$	498.79
07/16/2012	Home S&L	$	164.69
07/16/2012	Home S&L	$	868.10
08/08/2012	Verizon Wireless	$	108.02
08/08/2012	Ford Credit	$	498.76
08/22/2012	Home S&L	$	164.69
08/22/2012	Home S&L	$	868.10
09/05/2012	David Sager	$	957.24
09/07/2012	Verizon Wireless	$	108.02
09/12/2012	Ford Credit	$	498.79
09/19/2012	Home S&L	$	164.69
09/19/2012	Home S&L	$	868.10
10/03/2012	Verizon Wireless	$	117.50
10/05/2012	David Sager	$	136.82
10/10/2012	Ford Credit	$	498.76

10/17/2012	Home S&L	$	868.10
10/17/2012	Home S&L	$	164.69
10/22/2012	David Sager	$	99.95
11/09/2012	Verizon Wireless	$	108.42
11/14/2012	Ford Credit	$	498.79
11/16/2012	David Sager	$	200.90
11/28/2012	Home S&L	$	164.69
11/28/2012	Home S&L	$	868.10
12/07/2012	David Sager	$	303.68
12/12/2012	Verizon Wireless	$	108.34
12/12/2012	Ford Credit	$	498.79
12/19/2012	Home S&L	$	868.10
12/19/2012	Home S&L	$	164.69
12/28/2012	Verizon Wireless	$	110.33
12/28/2012	Matt Tille Enterprise	$	950.00
12/31/2012	Sandusky County	$	2,002.20

SAGER's Other Income During the Strike

21. In 2010, SAGER's spouse received approximately $33,500 in income and SAGER received approximately (1) $22,310 in unemployment benefits, (2) $1,977 from Company 2, and (3) $1,393 in income tax refunds.

22. In 2011, SAGER's spouse received approximately $36,000 in income and SAGER received approximately (1) $14,175 in unemployment benefits, (2) $9,585.36 in payments from Local 5000 (described in Counts 1-8 below), and (3) $2,529 in income tax refunds.

23. In 2012, SAGER's spouse received approximately $35,000 in income and SAGER received approximately (1) $2,430 in unemployment benefits, and (2) $1,472 in income tax refunds.

SAGER's Spending During the Strike

24. During the time SAGER claimed and received Strike Fund benefits, SAGER made and caused to be made retail purchases for non-necessity items, including the following:

Approximate Date	**Retailer**	**Approximate Amount**
12/14/2011	A Eagle Outfitter	$ 155.10
03/20/2011	Appliance Center	$ 181.46
06/27/2011	Ashley Furniture Homes	$ 273.45
05/05/2011	Barney the Dinosaur	$ 106.50
11/11/2011	Bay Tractor & Turf	$ 398.67
10/27/2012	Bay Tractor & Turf	$ 477.66
10/07/2010	Bay Tractor Co.	$ 339.78
03/27/2010	Bed Bath & Beyond	$ 170.38
12/06/2010	Bed Bath & Beyond	$ 53.26
12/07/2010	Bed Bath & Beyond	$ 36.28
07/04/2011	Bed Bath & Beyond	$ 126.20
07/30/2011	Bed Bath & Beyond	$ 35.97
07/30/2011	Bed Bath & Beyond	$ 22.62
10/19/2011	Bed Bath & Beyond	$ 75.91
11/19/2011	Bed Bath & Beyond	$ 61.39
11/19/2011	Bed Bath & Beyond	$ 212.98
12/23/2011	Bed Bath & Beyond	$ 49.32
01/03/2012	Bed Bath & Beyond	$ 124.51
08/24/2012	Bed Bath & Beyond	$ 45.26
09/17/2012	Bed Bath & Beyond	$ 109.65
09/18/2012	Bed Bath & Beyond	$ 53.23
11/13/2012	Bed Bath & Beyond	$ 109.83
11/24/2012	Bed Bath & Beyond	$ 15.96
09/04/2012	Bench's Greenhouse	$ 15.75
05/21/2010	Best Buy	$ 138.43
11/05/2012	Best Buy	$ 126.88
12/07/2012	Best Buy	$ 25.00
12/15/2012	Best Buy	$ 21.29
02/13/2012	Big Lots	$ 53.25
11/09/2011	Blue Pacific Grill	$ 34.46
08/11/2011	Bob Evans Restaurant	$ 24.51
11/17/2011	Bob Evans Restaurant	$ 24.47

12/12/2011	Bob Evans Restaurant	$	30.82
03/12/2012	Bob Evans Restaurant	$	22.41
04/19/2012	Bob Evans Restaurant	$	16.25
09/04/2012	Bob Evans Restaurant	$	25.92
10/15/2012	Bob Evans Restaurant	$	23.91
11/30/2010	Burkin Self Storage	$	82.00
12/18/2009	Carrie Underwood Concert Tickets	$	231.00
09/26/2011	Casa Barron Mexican	$	10.94
02/07/2011	Coach	$	221.12
06/13/2011	Coach	$	217.80
09/04/2010	Cracker Barrel	$	47.18
10/25/2010	Cracker Barrel	$	50.76
02/12/2011	Cracker Barrel	$	39.56
03/19/2011	Cracker Barrel	$	34.83
03/25/2011	Cracker Barrel	$	23.12
08/22/2011	Cracker Barrel	$	18.85
08/22/2011	Cracker Barrel	$	136.62
08/27/2011	Cracker Barrel	$	31.94
12/31/2011	Cracker Barrel	$	22.42
06/15/2012	Cracker Barrel	$	35.00
11/13/2012	Cracker Barrel	$	22.74
12/15/2012	Cracker Barrel	$	22.95
08/07/2011	Dave's Running Shop	$	240.08
05/26/2012	Dave's Running Shop	$	138.40
02/03/2011	Dillard's	$	64.63
07/30/2012	Dillard's	$	112.63
11/23/2010	Disney On Ice	$	184.75
10/19/2011	Disney On Ice	$	109.75
07/01/2011	Fricker's	$	22.06
04/23/2011	FTD.Com	$	44.98
01/09/2012	GMCR Keurig	$	73.51
08/27/2011	Hob-Lob	$	68.00
09/03/2011	Hob-Lob	$	20.71
09/03/2011	Hob-Lob	$	30.27
09/19/2011	Hob-Lob	$	42.57
09/27/2011	Hob-Lob	$	27.67
11/22/2011	Hob-Lob	$	10.14
11/22/2011	Hob-Lob	$	26.61
12/03/2011	Hob-Lob	$	52.28
12/12/2011	Hob-Lob	$	26.61

01/07/2012	Hob-Lob	$	69.37
01/09/2012	Hob-Lob	$	54.27
02/13/2012	Hob-Lob	$	38.50
11/06/2012	Hob-Lob	$	18.63
09/19/2012	Home Depot Bill	$	242.82
07/14/2012	Hong Kong Chinese Restaurant	$	13.70
07/20/2011	Huss Nursery	$	2,100.63
03/26/2012	Huss Nursery	$	34.00
06/04/2012	Huss Nursery	$	587.98
03/24/2012	Ikea	$	34.28
05/02/2011	J.C. Penney	$	30.95
10/05/2011	J.C. Penney	$	141.52
11/02/2011	J.C. Penney	$	321.67
12/02/2011	J.C. Penney	$	313.42
12/07/2011	J.C. Penney	$	472.10
12/16/2011	J.C. Penney	$	276.99
01/03/2012	J.C. Penney	$	334.43
03/05/2012	J.C. Penney	$	36.00
04/04/2012	J.C. Penney	$	461.16
05/02/2012	J.C. Penney	$	256.20
07/26/2012	J.C. Penney	$	219.00
11/03/2010	J.C. Penney Bill Payment	$	65.52
01/03/2011	J.C. Penney Bill Payment	$	235.38
04/06/2011	J.C. Penney Bill Payment	$	160.12
03/26/2012	Jimmy John's	$	21.24
06/08/2012	Johnny's On the Stop 2	$	49.79
11/02/2011	Kimball Well Drilling	$	150.00
09/20/2010	Kmart	$	72.38
10/04/2010	Kmart	$	50.00
10/16/2010	Kmart	$	92.28
08/06/2011	Kmart	$	162.25
09/26/2011	Kmart	$	40.00
10/11/2011	Kmart	$	56.05
10/24/2011	Kmart	$	29.43
10/24/2011	Kmart	$	56.05
11/07/2011	Kmart	$	60.00
11/19/2011	Kmart	$	164.20
08/20/2012	Kohl's	$	22.35
11/05/2012	Kohl's	$	19.17
11/03/2010	Kohl's Bill Payment	$	100.07

01/03/2011	Kohl's Bill Payment	$	369.12
02/05/2011	Kohl's Bill Payment	$	21.62
06/02/2011	Kohl's Bill Payment	$	99.46
07/07/2011	Kohl's Bill Payment	$	216.23
09/06/2011	Kohl's Bill Payment	$	156.66
10/05/2011	Kohl's Bill Payment	$	205.49
11/02/2011	Kohl's Bill Payment	$	64.26
12/02/2011	Kohl's Bill Payment	$	731.08
03/05/2012	Kohl's Bill Payment	$	144.10
03/19/2012	Kohl's Bill Payment	$	140.36
05/02/2012	Kohl's Bill Payment	$	98.46
06/20/2012	Kohl's Bill Payment	$	86.52
07/26/2012	Kohl's Bill Payment	$	89.44
09/04/2012	Kohl's Bill Payment	$	437.99
10/01/2012	Kohl's Bill Payment	$	119.44
11/07/2012	Kohl's Bill Payment	$	10.85
12/07/2012	Kohl's Bill Payment	$	630.84
11/13/2012	Kohl's	$	29.82
10/19/2010	Lee Williams House of Meats	$	136.12
12/06/2010	Lee Williams House of Meats	$	131.75
01/24/2011	Lee Williams House of Meats	$	138.78
04/04/2011	Lee Williams House of Meats	$	142.49
05/23/2011	Lee Williams House of Meats	$	171.21
07/05/2011	Lee Williams House of Meats	$	22.68
07/25/2011	Lee Williams House of Meats	$	66.27
07/25/2011	Lee Williams House of Meats	$	100.00
10/03/2011	Lee Williams House of Meats	$	138.28
11/19/2011	Lee Williams House of Meats	$	107.95
12/31/2011	Lee Williams House of Meats	$	77.80
01/17/2012	Lee Williams House of Meats	$	133.64
03/05/2012	Lee Williams House of Meats	$	127.29
04/16/2012	Lee Williams House of Meats	$	99.15
05/21/2012	Lee Williams House of Meats	$	168.71
07/02/2012	Lee Williams House of Meats	$	211.71
08/27/2012	Lee Williams House of Meats	$	171.03
10/01/2012	Lee Williams House of Meats	$	150.89
11/05/2012	Lee Williams House of Meats	$	177.52
12/31/2012	Lee Williams House of Meats	$	190.80
06/13/2011	Libbey Glass Inc.	$	94.31
07/07/2011	Lowes	$	65.00

01/19/2010	Lowe's	$	176.55
02/12/2011	Lowe's	$	77.08
05/02/2011	Lowe's	$	133.38
08/01/2011	Lowe's	$	65.00
09/06/2011	Lowe's	$	65.00
09/19/2011	Lowe's	$	159.52
10/22/2011	Lowe's	$	68.03
11/19/2011	Lowe's	$	55.33
03/19/2012	Lowe's	$	34.61
08/04/2012	Lowe's	$	42.47
08/15/2012	Lowe's	$	20.72
08/15/2012	Lowe's	$	88.00
09/04/2012	Lowe's	$	55.05
10/10/2012	Lowe's	$	60.60
11/13/2012	Lowe's	$	52.37
12/03/2012	Lowe's	$	21.60
08/27/2012	Lowe's	$	95.08
09/19/2012	Lowe's Bill Payment	$	107.32
10/17/2012	Lowe's Bill Payment	$	88.00
11/19/2012	Lowe's Bill Payment	$	88.00
12/17/2012	Lowe's Bill Payment	$	88.00
05/02/2012	Lowe's Payment	$	222.55
06/04/2012	Lowe's Payment	$	268.97
06/20/2012	Lowe's Payment	$	105.36
07/18/2012	Lowe's Payment	$	88.00
05/23/2011	Marco's Pizza	$	21.94
07/27/2011	Marco's Pizza	$	27.99
10/03/2011	Marco's Pizza	$	31.18
11/07/2011	Marco's Pizza	$	35.18
12/05/2011	Marco's Pizza	$	16.34
01/23/2012	Marco's Pizza	$	40.18
03/14/2012	Marco's Pizza	$	34.97
06/18/2012	Marco's Pizza	$	30.47
08/06/2012	Marco's Pizza	$	42.38
10/22/2012	Marco's Pizza	$	35.47
12/28/2012	Matt Tille Enterprise	$	950.00
11/17/2011	Matt Tille Enterprises	$	1,700.00
07/07/2011	Max & Erma	$	56.33
11/02/2011	Max & Erma	$	51.52
07/29/2011	Max & Erma	$	41.07

08/22/2012	Mercy Sports Works	$	56.92
12/12/2012	Michaels	$	29.22
12/14/2012	Michaels	$	10.10
05/01/2010	Mortise & Tenon	$	507.06
08/14/2012	North Branch Nursery	$	97.96
08/04/2012	Panera Bread	$	8.78
07/05/2011	Party City	$	35.43
02/08/2012	Party City	$	31.43
03/27/2010	Puttin' on the Glitz	$	153.15
04/02/2011	Rave Cinemas	$	31.00
12/17/2012	Red Lobster	$	50.00
02/16/2012	Salvatore Capelli	$	95.00
04/21/2012	Salvatore Capelli	$	31.95
05/11/2012	Salvatore Capelli	$	38.00
05/12/2012	Salvatore Capelli	$	28.12
06/14/2012	Salvatore Capelli	$	135.00
07/19/2012	Salvatore Capelli	$	40.00
07/19/2012	Salvatore Capelli	$	15.00
08/23/2012	Salvatore Capelli	$	35.00
09/20/2012	Salvatore Capelli	$	115.00
10/18/2012	Salvatore Capelli	$	43.00
11/15/2012	Salvatore Capelli	$	35.00
12/14/2012	Salvatore Capelli	$	100.00
12/01/2010	Sears Card Payment	$	121.36
12/10/2011	Sears Roebuck	$	31.94
06/20/2012	Sears Roebuck	$	134.19
01/09/2010	Sesame Street Live	$	122.90
10/19/2012	Signature H-D	$	42.61
02/16/2011	Subway	$	18.91
12/09/2010	Target	$	45.45
01/04/2011	Target	$	25.61
03/01/2011	Target	$	95.82
03/14/2011	Target	$	85.39
03/22/2011	Target	$	156.38
07/18/2011	Target	$	24.55
08/09/2011	Target	$	58.53
04/09/2012	Target	$	88.79
08/07/2012	Target	$	103.00
11/05/2012	Target	$	90.48
01/13/2010	Taylor Photo	$	76.86

01/04/2011	Taylor Photo	$	104.62
02/19/2011	Taylor Photo	$	91.59
10/11/2010	Texas Roadhouse	$	37.73
05/02/2011	Texas Roadhouse	$	75.23
08/16/2011	Texas Roadhouse	$	57.04
12/12/2011	Texas Roadhouse	$	50.00
09/24/2010	The Future Wave	$	90.00
12/22/2010	The Future Wave	$	105.90
06/03/2011	The Future Wave	$	112.42
03/02/2011	The Future Wave	$	123.09
10/30/2012	The Mortise & Tenon	$	17.07
09/27/2010	The NFL Shop	$	28.78
10/06/2011	The Olive Garden	$	22.47
08/20/2012	The Olive Garden	$	36.72
11/09/2011	Ticketmaster Tickets	$	42.00
05/02/2012	TJX Rewards	$	130.55
12/29/2012	Tractor Supply	$	38.51
04/25/2012	United Hairlines & Tan Lines	$	80.00
03/23/2012	United Hairlines & Tan Lines	$	150.52
02/03/2011	Victoria's Secret	$	62.98
02/24/2012	Victoria's Secret	$	66.88
02/21/2012	Vito's Pizza	$	20.97
09/17/2012	Vito's Pizza	$	35.00
08/01/2011	Weight Watchers.com	$	54.85
01/17/2012	Wonder Hostess	$	17.58
11/03/2010	Woodville Surplus	$	222.96
03/14/2011	Yeager's Shoes	$	523.08
05/21/2011	Yeager's Shoes	$	64.05

Post-Strike

25. The strike ended in or around the Fall of 2012, when the parties were unable to reach a new CBA. At that time, Local 5000 was decertified as the collective bargaining representative of Company 2's unlicensed crew members.

26. On or about October 17, 2013, Company 2 reinstated SAGER as a Wheelsman and assigned him to work aboard a vessel. On or about December 16, 2013, SAGER received personal leave from the vessel.

27. Company 2 notified SAGER that he was to return to the vessel by April 13, 2014. When SAGER did not return to work on the vessel, Company 2 terminated his employment.

SAGER's Income from Company 2's Decertification of Local 5000 Until 2016

28. Corporate Executive 1 ("CE1") and Corporate Executive 2 ("CE2") were employed by Company 3.

29. Corporate Executive 3 ("CE3"), Corporate Executive 4 ("CE4"), and Corporate Executive 5 ("CE5") were employed by Company 4.

30. Attorney 1 was an attorney for Company 4.

31. Corporate Executive 6 ("CE6") was employed by Company 5.

32. In or around September 2012, SAGER communicated to certain CBA employers that he was not then employed by any CBA employer and that he (SAGER) might leave Local 5000 due to Local 5000's financial condition. SAGER further communicated his reluctance to return to working on a vessel.

33. On or about September 7, 2012, at approximately 2:55 p.m., CE3 sent an email to CE6, CE1, CE5 and Attorney 1, with a subject, "Voluntary Joint Employment Fund." The email explained, "The above attachment is what we spoke about and should represent a way for us to protect our fleet Steelworker represented employees and the current Local 5000 President position for the remainder of our labor agreement." CE3 further noted, "DAVE [SAGER] is understandably anxious for our having this figured out. I can tell you his returning to a ship seems as unattractive to him as it is to all of us!" The attached document entitled, "Agreement to Establish Joint Employment Fund to Support the Local 5000 of United Steel, Paper and Forestry, Rubber, Manufacturing Energy, Allied Industrial and Service Workers International Union," contained the following provisions:

a. The parties hereto agree that it is in their individual best interests and in the best interests of the sailors that crew their vessels to provide financial support, through the Expiration Date, to the Union's Local 5000 to be specifically used by Local 5000 for the purpose of employing a Local 5000 President.

b. No portion of the Annual Payment shall be required to be made until the undersigned parties receive written acknowledgment from the President of Local 5000 and from the International Union that the Annual Payment will be used for the sole and only purpose of employing a Local 5000 President. . . .

34. On or about September 7, 2012, at approximately 2:20 p.m., CE1 sent an email to CE2, with a subject, "FW: Voluntary Joint Employment Fund." CE1 explained that following the Company 2 decertification, DAVID SAGER was not "getting paid." CE1 wrote, "CE3 and Attorney 1 believe that it is better for the companies to have a shoreside, accessible Local 5000 President to be able to address issues before they become major or to create a vacuum rather than to have DAVE go back to sailing. I tend to agree."

35. On or about February 7, 2013, at approximately 6:23 a.m., CE6 sent an email to CE5 with a subject, "[Union 2] and Local 5000 [rather confidential]." CE6 wrote, [a Union 2 executive] advised, "[Union 2] was going on the decertified steelworker boats in the [Company 2] fleet when they fit out. He also told me that he has been discussing with Pittsburgh offering up a 2000 member UIW for Local 5000 again. . . . Having said this, I suggest that we move expeditiously to complete the 'plan' for DAVE and do everything we can to passively discourage the International from making any other deals with [Union 2]."

36. On or about May 16, 2013, at approximately 8:06 a.m., CE6 wrote an email to CE5 and others, with a subject, "Local 5000 JEF." CE6 explained, "Will we have a draft VERY soon for the JEF?? DAVE says he is close to leaving. If that happens, I think we can kiss Local 5000 as we know it goodbye and most likely to Algonac [Union 2]."

37. On or about May 16, 2013, at approximately 9:15 a.m., CE6 wrote an email to certain Company 5 employees which noted, "We are on the verge of losing Local 5000 if we can't come up with this arrangement and I am afraid [Union 2] will pick up the pieces and become the sole course of crew manpower on the lakes."

38. On or about July 11, 2013, Company 4, Company 5, and Local 5000 signed the Agreement and Declaration of Trust Establishing the Local 5000 Joint Employment Committee Trust, the term of which ended on July 31, 2014 ("Trust Agreement"). LO1 signed on behalf of Local 5000. In on around September 2014, Company 4, Company 5, and Local 5000 renewed the Trust Agreement.

39. SAGER and LO1 approached Company 3 about joining the Trust Agreement, but Company 3 refused to participate in the Trust Agreement and told both SAGER and LO1 that the Trust Agreement violated that Taft-Hartley Act.

40. The executed version of the Trust Agreement removed any reference to Company 3.

41. On or about July 11, 2013, at approximately 5:29 p.m., CE6 sent an email to CE4 of Company 4, with a subject "Re: Local 5000 JEC Trust Fund." CE6 wrote, "[F]rom the one of my conversation [sic] with DAVE, I think we will still have advantage over Company 3."

42. On or about August 8, 2013, SAGER received tickets to a Cleveland Browns game from Company 4.

43. On or about January 10, 2014, CE6 drafted an email regarding Local 5000. He wrote, "Our relationship with [Local 5000] has grown tremendously since last contract talks in 2009. The local was about to have been merged with a non-marine local or traded off to [Union 2] for one of their shoreside union affiliates. Either way would have been disastrous for us. By

funding the partial cost of the recruitment costs [Cleveland office space] by [Company 5] and [Company 4] the international was able to be convinced by the local to drop any thought of the above moves. Additionally[,] it benefit[t]ed Local President DAVE SAGER to preserve his position. I have known SAGER for many years and believe that his gratitude for what was done, particularly [Company 5] for facilitating it will carry forth in the bargaining process. As a hedge, the partial funding costs . . . can be curtailed at the end of the contract term. This gives us a huge lever over the process."

44. In 2013, Company 4 and Company 5 paid approximately $77,000 to Local 5000 through the Trust, and SAGER received approximately $56,061.60 payable from Local 5000 checks.

45. On or about May 16, 2014, the Joint Employment Committee ("JEC") caused to be filed an IRS Form 990-EZ with the Internal Revenue Service which contained materially false and misleading information.

46. On or about May 28, 2014, at approximately 3:41 p.m., a Company 3 employee sent an email to other Company 3 employees explaining, "You will notice that [Local 5000 is] coming back at us for the Joint Employment Trust [aka SAGER's pay]."

47. Company 3 again refused to participate in the JEC.

48. In 2014, Company 4 and Company 5 paid approximately $57,750 to Local 5000 through the Trust, and SAGER received approximately $73,418 payable from Local 5000 checks.

49. On or about November 19, 2015, LO2 received Cleveland Cavaliers tickets from Company 4.

50. In 2015, Company 4 and Company 5 paid approximately $77,000 to Local 5000 through the Trust, and SAGER received approximately $74,003.08 payable from Local 5000 checks.

51. On or about April 27, 2015, the JEC caused to be filed an IRS Form 990-EX with the Internal Revenue Service that contained materially false and misleading statements.

52. The Local 5000 Executive Board never voted to hire SAGER as an employee or to give him a raise.

Federal Criminal Investigation

53. From in or around November 2015 through the date of the filing of this Superseding Indictment, the United States Department of Labor, Office of the Inspector General, and the Office of Labor Management Standards (collectively "DOL") and a federal grand jury in the Northern District of Ohio were investigating allegations of labor racketeering, extortion, and fraud concerning (1) DAVID SAGER misusing his union office to benefit himself and his designees, and (2) DAVID SAGER accepting things of value from Local 5000 employers in violation of the Taft-Hartley Act. In conjunction therewith, a federal grand jury issued subpoenas demanding production of certain documents and items related to these allegations (collectively, hereinafter, "Labor Racketeering Investigation").

54. In or around November 2015, the DOL interviewed business executives at Company 4 and Company 5 related to the Labor Racketeering Investigation. The DOL asked a series of questions about the employers funding Local 5000 and SAGER's salary through the JEC.

55. On or about March 29, 2016, the DOL interviewed LO2 and SAGER about the Labor Racketeering Investigation.

The Grand Jury Further Charges:

COUNTS 1-8
(Embezzlement or Theft from Labor Unions, 29 U.S.C. § 501(c))

56. Paragraphs 1 and 5-9 of this Superseding Indictment are re-alleged and incorporated by reference as if fully set forth herein.

57. On or about February 22, 2006, Company 2 and Local 5000 entered into an agreement to create a Contract Coordinator position ("Agreement"). The Agreement provided, "In lieu of the contracted Continuous Service Bonus and Annual Service Award, the Coordinator will be paid a $3,000 bonus at the end of the navigation season which will be contingent upon serving as a Coordinator for the entire season. The Coordinator will not receive any other contractual wage or benefit payments."

58. The Agreement further provided, "All work for the Company will be conducted during, and is restricted to, regular working hours not to exceed forty [40] hours per week."

The Offense

59. On or about the dates listed below, in the Northern District of Ohio, Eastern Division, Defendant DAVID R. SAGER, while an officer, that is, President of Local 5000, did knowingly embezzle, steal and unlawfully and willfully abstract and convert to his own use and the use of another the moneys, funds, and assets of said labor organization, each constituting a separate count.

COUNT	DATE	DESCRIPTION
1	06/08/2011	A gross payment of approximately $3,146.50, with a net payment of approximately $2,043.22 paid by Local 5000 Check No. 7474.
2	06/08/2011	A gross payment of approximately $2,565.22, with a net payment of approximately $1,713.71 paid by Local 5000 Check No. 7475.

3	06/08/2011	A gross payment of approximately $2,508.95, with a net payment of approximately $1,681.81 paid by Local 5000 Check No. 7476.
4	06/08/2011	A gross payment of approximately $1,380.75, with a net payment of approximately $1,015.87 paid by Local 5000 Check No. 7478.
5	08/15/2011	A gross payment of approximately $1,100, with a net payment of approximately $817.94 paid by Local 5000 Check No. 7502.
6	08/15/2011	A gross payment of approximately $1,100, with a net payment of approximately $817.94 paid by Local 5000 Check No. 7503.
7	08/15/2011	A gross payment of approximately $1,100, with a net payment of approximately $817.94 paid by Local5000 Check No. 7504.
8	08/15/2011	A gross payment of approximately $1,100, with a net payment of approximately $676.93 paid by Local 5000 Check No. 7505.

All in violation of Title 29, United States Code, Section 501(c).

The Grand Jury Further Charges:

COUNTS 9-26
Mail Fraud (18 U.S.C. § 1341)

60. Paragraphs 1-25 of this Superseding Indictment are re-alleged and incorporated by reference as if fully set forth herein.

61. From on or about September 19, 2009 through on or about December 19, 2012, the exact dates being unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant DAVID R. SAGER did knowingly devise and intend to devise a scheme and artifice to defraud the Steelworkers Union, Local 5000, and Local 5000's members and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

It was part of the scheme that:

62. SAGER received the rules regarding the Strike Fund disbursements.

63. SAGER used his authority over the Strike Fund to violate those rules.

64. SAGER made false representations and material omissions to conceal his failure to follow the Strike Fund rules.

65. SAGER made false representations and material omissions related to his need for the Strike Fund payments.

66. SAGER caused to be submitted vouchers for payments knowing that he did not qualify for the payments based on his family's income level.

67. SAGER caused to be issued checks from the Strike Fund to himself and to vendors on behalf of himself and his designees.

68. On or about the following dates, for the purpose of executing the above described scheme to defraud, SAGER caused to be sent via United States mail the following items, according to the directions thereon, each constituting a separate count:

COUNT	APPROXIMATE DATE	DESCRIPTION
9	07/22/2011	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
10	08/23/2011	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
11	09/23/2011	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
12	10/26/2011	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
13	11/21/2011	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
14	12/21/2011	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
15	01/25/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
16	02/21/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
17	03/20/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio

18	04/18/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
19	05/23/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
20	06/18/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
21	07/16/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
22	08/22/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
23	09/19/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
24	10/17/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
25	11/28/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio
26	12/19/2012	Check to Home Savings and Loan mailed from Middleburg Heights, Ohio to Youngstown, Ohio

All in violation of Title 18, United States Code, Section 1341.

The Grand Jury Further Charges:

COUNT 27
(Embezzlement or Theft from Labor Unions, 29 U.S.C. § 501(c))

69. Paragraphs 1, 5-9, 25-27 and 52 of this Superseding Indictment are re-alleged and incorporated by reference as if fully set forth herein.

The Offense

70. From on or about January 15, 2013 to on or about March 31, 2016, the exact dates unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division, Defendant DAVID R. SAGER, while an officer, that is, President of Local 5000, did knowingly embezzle, steal and unlawfully and willfully abstract and convert to his own use and the use of another the moneys, funds, and assets of said labor organization.

It was part of the offense that:

71. SAGER submitted bi-monthly documentation to Local 5000 which falsely claimed SAGER's entitlement to money.

72. SAGER knew the Local 5000 executive board had not authorized the payments to SAGER.

73. In order to conceal the nature of his scheme, SAGER characterized the money he obtained from Local 5000 as salary, wages, and lost time payments.

All in violation of Title 29, United States Code, Section 501(c).

The Grand Jury Further Charges:

COUNT 28
(Obstruction of Justice, 18 U.S.C. § 1512(c)(2))

74. Paragraphs 1-55 of this Superseding Indictment are re-alleged and incorporated by reference as if fully set forth herein.

The Offense

75. From on or about March 29, 2016 to April 6, 2016, the exact dates unknown to the Grand Jury, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant DAVID R. SAGER did corruptly otherwise obstruct, influence and impede any official proceeding, namely, a federal grand jury investigation, and did corruptly attempt to do so.

It was part of the offense that:

76. SAGER took various actions in an attempt to convey and cause to be conveyed false and misleading information to law enforcement and to a federal grand jury.

77. SAGER created and caused to be created false and misleading entries in documents in response to a federal grand jury subpoena.

All in violation of Title 18, United States Code, Section 1512(c)(2).

The Grand Jury Further Charges:

COUNT 29
(False Statements to Law Enforcement, 18 U.S.C. § 1001)

78. Paragraphs 1-55 of this Superseding Indictment are re-alleged and incorporated by reference as if fully set forth herein.

The Offense

79. On or about March 29, 2016, in the Northern District of Ohio, Eastern Division, Defendant DAVID R. SAGER, knowingly and willfully made material false statements to a Special Agent and Investigator of the DOL (hereinafter, the "DOL agents") in a matter within the jurisdiction of the executive branch of the Government of the United States, that is:

Questions related to payments LO2 received from Local 5000

A. When asked, "Do you talk about awards, approval of any salaries, or anything like that?" SAGER replied, "That's done through executive board meeting." SAGER further said the executive board meetings are held once a year, usually in January.

B. When asked, "Okay, so, um, you said the executive board determine the raises or, um, authorizes the salaries and raises for the officers, right?" SAGER replied, "Right, for, for like [LO2]'s salary. Ours is already part of the By-Laws." SAGER further stated, "The E-Board sets her salary, yeah."

C. When asked, "Okay. So the executive board would approve [LO2]'s salary for Financial Secretary?" SAGER replied, "Right." The DOL agents continued, "And would those be in the meeting minutes for the one meeting that's held a year?" SAGER replied "Yeah."

D. When asked, "And is this approved, is her contract approved by the E-Board?" SAGER replied, "Yeah, I approve it. Yeah." The DOL agents responded, "You approve it?" SAGER replied, "Yeah. I call them [E-Board] and say this is what we're doing for [LO2]'s salary and they approve it."

Questions related to payments SAGER received from Local 5000

A. When asked, "And when you say approved by the E-Board, how does it, does, is it every year when you have this meeting do you show them a breakout of your expenses and reimbursements, or how, how do they approve it?" SAGER replied, "They, I tell them, you know, they say you will be paid, you know, reimbursed for, mileage back and forth." When asked, "Oh, they specifically say mileage back and forth?" SAGER replied, "Yeah." When asked, "And tolls?" SAGER said, "And to the boat. You know, I'm supposed, you know, get reimbursed for my expenses." When the DOL agents continued, "Right, I understand to the boat, but from, the E-Board says that you are to be reimbursed for tolls to and from work," SAGER replied, "Yeah, yeah. Of course."

B. SAGER told the DOL agents, "I would never take money from this union that I wasn't entitled to, and [as] a matter of fact if you go back at the records, if you want to go way back to the records, I've took [sic] less than what I was ever entitled to out of this local as President."

Questions related to the Joint Employment Committee

A. SAGER said, "I go to the school, give speeches to all the schools to recruit, you know." When asked, "How, how often do you do that?" SAGER answered, "Oh, God, once a month."

B. When asked, "What, what uh, what do you do, as far as keeping track of the time that you spend on the trust?" SAGER answered, "We say this day here we, we spend this on the trust, you know…." When asked, "Okay, going back to what you keep track of, you, you, do you write it on a piece of paper?" SAGER replied, "Yeah, I just write it on a piece of paper." When asked, "And you give it to [LO2]?" SAGER said, "Yeah." When asked, "Every week, every two weeks?" SAGER said, "Every two weeks."

C. When asked, "Okay. Let me go back to these documents where you keep track of the time you spend on the trust activity every two weeks. Um, is that something you keep here in the office, at home, on your computer?" SAGER replied, "I think it's, it's at home. I keep track of all my records at home." When asked, "Okay. You never bring them in here?" SAGER answered, "Sometimes, yeah, you know, I mean I give them, I don't know where [LO2] would keep them but I'm sure she's got a copy of it." When asked, "But you gave, do you give them to [LO2]?" SAGER said, "Yeah." When asked, "Every, every week you said, or two weeks?" SAGER confirmed, "No, every two weeks." When asked, "Okay, every two weeks you give [LO2] this, this document?" SAGER said, "You know, just say this is my, you know, like on the 14th, you know, here on the 20th, or you know, whatever, I, I say this is what I did on this account here." When asked, "On what, the trust?" SAGER said, "The trust. This is how much time I'm billing the trust because this is what, what I did this week."

D. When asked, "Okay, so in 2013 what happened with [Company 3], they just didn't want. . . ." SAGER interrupted, "Just didn't want a part of it." When asked, "They said no?" SAGER answered, "Yeah." When asked, "Uh, any specific reason?" SAGER answered, "Not that I know of. You'd have to ask them. You know, they said no."

E. When asked why [Company 3] did not want to be part of the trust, SAGER replied, "And I, [Company 3] didn't want to be a part of it. They said no, they didn't want to be part of it, they, they'll handle their own stuff, uh. The DOL agents asked "Just cause they wanted to do it on their own?" SAGER replied, "Well, yeah, and, I don't, you know, they just said they didn't want to be part of it. Simple as that. They don't want." The DOL agents then asked, "No other reason? SAGER replied, "Yeah, they'll handle their own people…"

80. SAGER well knew when he made the statements to a Special Agent and Investigator of the DOL that the statements were false.

All in violation of Title 18, United States Code, Section 1001.

COUNTS 30-32
(Filing False Income Tax Returns, 26 U.S.C. § 7206(1))

81. Paragraphs 1-55 of this Superseding Indictment are re-alleged and incorporated by reference as if fully set forth herein.

82. On or about the dates stated below, in the Northern District of Ohio, Eastern Division, Defendant DAVID SAGER, a resident of Walbridge, Ohio, did willfully make and subscribe joint U.S. Individual Income Tax Returns, Form 1040, for the calendar years stated below, each of which was verified by a written declaration that it was made under the penalties

of perjury and was filed with the Internal Revenue Service, and each of which Defendant did not believe to be true and correct as to every material matter in that, as he then and there well knew and believed, each said return understated his total income (on line 22) by failing to report income Defendant had that year from payments and benefits paid out of the Strike Fund, as a result of which each return understated the amount of taxes owing for that year, each year constituting a separate count, in the approximate amounts stated below:

Count	Year	Date	Unreported income	Unreported taxes
30	2010	2/15/2011	$36,885	$6,285
31	2011	2/11/2012	$60,416	$12,498
32	2012	2/13/2013	$87,750	$17,189

All in violation of Title 26, United States Code, Section 7206(1).

The Grand Jury further charges:

FORFEITURE

FORFEITURE: COUNTS 1 – 8

83. The allegations of Counts 1 through 8, inclusive, are hereby re-alleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to 18 U.S.C. Section 981(a)(1)(C) & 28 U.S.C. Section 2461(c). As a result of the foregoing offenses, Defendant DAVID R. SAGER shall forfeit to the United States all property, real and personal, which constitutes, or is derived from, proceeds traceable to the commission of Counts 1 through 8, inclusive; including, but not limited to, the following:

a.) MONEY JUDGMENT: Defendant DAVID R. SAGER shall forfeit a sum of money (namely, $14,001.42) equal to the total amount of proceeds obtained as a result of his violation(s) of Counts 1 through 8, inclusive.

FORFEITURE: COUNTS 9 - 26

84. The allegations of Counts 9 through 26, inclusive, are hereby re-alleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to 18 U.S.C. Section 981(a)(1)(C) & 28 U.S.C. Section 2461(c). As a result of the foregoing offenses, Defendant DAVID R. SAGER shall forfeit to the United States all property, real and personal, which constitutes, or is derived from, proceeds traceable to the commission of Counts 9 through 26, inclusive; including, but not limited to, the following:

a. Check in the amount of $32,947.68 issued by Midland Title and Escrow, Ltd., on August 29, 2016 (payee: U.S. Department of Treasury). The check shall be forfeited to the United States in lieu of the following real property: 3325 North State Route 51, Gibsonburg, Ohio, Parcel No.: 21-31-00-0006-08.

b. MONEY JUDGMENT: Defendant DAVID R. SAGER shall forfeit a sum of money equal to the total amount of proceeds obtained as a result of his violation(s) of Counts 9 through 26, inclusive.

FORFEITURE: COUNT 27

85. The allegations of Count 27 are hereby re-alleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to 18 U.S.C. Section 981(a)(1)(C) & 28 U.S.C. Section 2461(c). As a result of the foregoing offense, Defendant DAVID R. SAGER shall forfeit to the United States all property, real and personal, which constitutes, or is derived from, proceeds traceable to the commission of Count 27; including, but not limited to, the following:

a. MONEY JUDGMENT: Defendant DAVID R. SAGER shall forfeit a sum of money equal to the total amount of proceeds obtained as a result of his violation of Count 27.

A TRUE BILL.

Original document - Signatures on file with the Clerk of Courts, pursuant to the E-Government Act of 2002.